

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Modular Space Corporation		03/30/2007	CORPORATION: DELAWARE
Resun ModSpace, Inc.		03/30/2007	CORPORATION: DELAWARE
ModSpace Government Financial Services, Inc.		03/30/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	KKR SCF Loan Administration, LLC, as agent		
Street Address:	555 California Street, 50th Floor		
Internal Address:	Attention: Geoffrey Jones		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 21</b>			
Property Type	Number	Word Mark	
Registration Number:	2123374	RESUN LEASING INCORPORATED	
Registration Number:	2123379	RESUN	
Registration Number:	2148887	RESUN	
Registration Number:	2165218	RESUN	
Registration Number:	2123373	RESUN LEASING INCORPORATED	
Registration Number:	2135463	RESUN LEASING INCORPORATED	
Registration Number:	2135462	RESUN	
Registration Number:	2136875	RESUN LEASING INCORPORATED	
Registration Number:	2638672	BRINGING SPACE TO YOU	
Registration Number:	2588020	BRINGING SPACE TO YOU	
Serial Number:	78454983	MEDBUILD	

CH \$540.00 2123374

900075325

**TRADEMARK**  
**REEL: 003529 FRAME: 0385**

Serial Number:	78503904	MEDBUILD SPACE SOLUTIONS
Serial Number:	78829853	EXBUILD
Serial Number:	78829834	EXBUILD
Serial Number:	78829814	EXBUILD
Serial Number:	78858628	RESUN SPACE SOLUTIONS
Serial Number:	78856910	RESUN SPACE SOLUTIONS
Serial Number:	78858613	RESUN SPACE SOLUTIONS
Registration Number:	3151456	MODSPACE.COM
Registration Number:	3133642	MODSPACE
Registration Number:	1123065	MODULAIRE

#### CORRESPONDENCE DATA

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-756-2494  
 Email: watt.wanapha@srz.com  
 Correspondent Name: Watt Wanapha  
 Address Line 1: 919 Third Avenue  
 Address Line 2: 19th Floor  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	043732.0007
NAME OF SUBMITTER:	Watt Wanapha (043732/0007)
Signature:	/kc for ww/
Date:	04/25/2007

#### Total Attachments: 8

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Agreement (as defined herein) and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 30, 2007 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), between Bank of America, N.A., in its capacity as the initial First-Lien Agent thereunder, and Agent, in its capacity as the initial Second-Lien Agent thereunder, and acknowledged and agreed to by Modular Space Intermediate Holdings, Inc., formerly known as Resun Intermediate Holdings, Inc., Modular Space Corporation, formerly known as Resun Leasing, Incorporated, and the other Grantors from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 30, 2007, by **Modular Space Corporation**, a Delaware corporation formerly known as Resun Leasing, Incorporated ("MSC"), **Resun ModSpace, Inc.**, a Delaware corporation ("RMI"), **ModSpace Government Financial Services, Inc.**, a Delaware corporation ("MGFS"), and together with MSC and RMI, each a "Borrower" and collectively, the "Borrowers", **ModSpace Financial Services Canada, Ltd.**, an Alberta company ("ModSpace Canada"), and together with the Borrowers, each a "Grantor" and collectively, the "Grantors", in favor of **KKR SCF Loan Administration, LLC**, as agent (together with its successors and assigns in such capacity, the "Agent") for the Agent and the Lenders (as defined in the Financing Agreement described below).

### W I T N E S S E T H :

WHEREAS, the Borrowers and certain of their affiliates, the Agent and the various lenders from time to time party thereto (the "Lenders") have entered into that certain Financing Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement") pursuant to which the Lenders agreed to make term loans to the Borrowers;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, made by the Grantors in favor of the Agent (as at any time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, lien upon and right of set off against, all personal property and assets of such Grantor, including, without limitation, the Trademarks (as such term is defined in Section 2(b) below) of such Grantor and powers and rights of such Grantor in all of the Trademarks (as such term is defined in Section 2(b) below) (including the power to transfer rights in the following), whether now owned or existing or hereafter acquired or arising, regardless of where located, the Collateral (as defined in the Security Agreement) as collateral security for the full and prompt payment and performance of all of the Obligations.

WHEREAS, it is a condition to the Agent's and the Lenders' willingness to make the term loans to the Borrowers under the Financing Agreement that the Grantors execute and deliver this Agreement; and

WHEREAS, in consideration for, among other things, the execution and delivery of the

Financing Agreement by the Agent and the Lenders, and to secure the full and prompt payment and performance of all of the Obligations (as defined in the Financing Agreement), the Grantors agree to grant to the Agent, for the benefit of the Agent and the Lenders (as defined in the Financing Agreement), a security interest in and lien upon the Trademarks described herein in order to ensure and secure the prompt payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Financing Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest in Existing Trademarks and Trademarks Arising or Acquired in the Future.

(a) As security for the due and prompt payment and performance of all Obligations, each Grantor hereby grants to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, lien upon and right of set off against, the following assets (including the power to transfer rights in the following), in each case, whether now owned or existing or hereafter acquired or arising, and regardless of where located: each Grantor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, as modified from time to time as herein provided, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (collectively, the "Trademarks"); provided, however, the Trademarks shall not include:

(x) any rights or interests of a Grantor in any contract if, under the terms of such contract or any Requirement of Law with respect thereto, the valid grant of a security interest or other Lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract has not been or is not otherwise obtained or under Requirements of Law such prohibition cannot be waived, provided that the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is ineffective or unenforceable under the UCC (including Sections 9-406, 9-407, 9-408 or 9-409) or any other Requirement of Law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing security interest in and Lien upon any rights or interests of Grantors in or to monies due or to become due under any such contract (including any accounts receivable); or

(y) any "intent-to-use" United States of America based trademark or service mark application until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application, unless the grant of a security interest therein would not render such "intent-to-use" based trademark or service mark application invalid or subject to cancellation.

3. Modification of Agreement.

Each Grantor authorizes the Agent to modify this Agreement by amending **Schedule A** to include any additional registered or applied-for trademarks which are Trademarks under Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, or any other similar filing office of another applicable jurisdiction, at the expense of such Grantor. The Agent shall provide notice to the Administrative Borrower of any amendment or modification to be effected pursuant to this Section.

4. Amendment.

Except as set forth in Section 3 hereof, this Agreement is subject to modification only by a writing signed by the parties hereto.

5. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

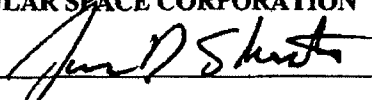
6. Security Agreement.

The security interest granted pursuant to this Agreement is cumulative with and in addition to the security interest granted to the Agent in the same property pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. If any provision contained in this Agreement conflicts with any provision of the Security Agreement, the provisions of the Security Agreement shall govern and control.

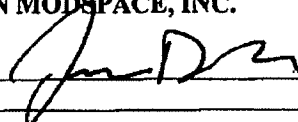
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signatures begin on following page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

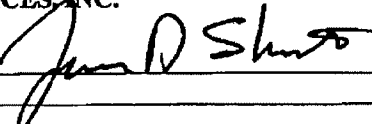
**MODULAR SPACE CORPORATION**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RESUN MODSPACE, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MODSPACE GOVERNMENT FINANCIAL  
SERVICES, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signatures continued on following page]*

Accepted on \_\_\_\_\_, 2007:

KKR SEC LOAN ADMINISTRATION, LLC  
as the Agent

By: 

Name: GEORGEY M JONES

Title: AUTHORIZED PERSON

**SCHEDULE A****Second Amended and Restated Conditional Assignment  
and Trademark Security Agreement**

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**Listing of Trademark Registrations and Applications**U.S. Trademarks:

<u>Company</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Modular Space Corporation	Resun Leasing Incorporated and design	2,123,374 (Registered)	11/01/1996	12/23/1997
Modular Space Corporation	Resun	2,123,379 (Registered)	11/01/1996	12/23/1997
Modular Space Corporation	Resun and design	2,148,887 (Registered)	11/01/1996	04/07/1998
Modular Space Corporation	Resun and design	2,165,218 (Registered)	11/01/1996	06/16/98
Modular Space Corporation	Resun Leasing Incorporated	2,123,373 (Registered)	11/01/1996	12/23/1997
Modular Space Corporation	Leasing Incorporated	2,135,463 (Registered)	11/01/1996	02/10/1998
Modular Space Corporation	Resun	2,135,462 (Registered)	11/01/1996	02/10/1998
Modular Space Corporation	Resun Leasing Incorporated and design	2,136,875 (Registered)	11/01/1996	02/17/1998
Modular Space Corporation	Bringing Space To You	2,638,672 (Registered)	04/06/2001	10/22/2002
Modular Space Corporation	Bringing Space To You	2,588,020 (Registered)	04/06/2001	07/02/2002
Modular Space Corporation	Medbuild	78/454,983	07/22/04	n/a



<u>Company</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Modular Space Corporation	Medbuild Space Solutions	78/503,904	10/21/2004	n/a
Modular Space Corporation	exbuild	78/829,853	03/06/2006	n/a
Modular Space Corporation	exbuild	78/829,834	03/06/2006	n/a
Modular Space Corporation	exbuild	78/829,814	03/06/2006	n/a
Modular Space Corporation	resun Space Solutions and design	78/858,628	04/11/2006	n/a
Modular Space Corporation	resun space solutions and design	78/856,910	04/07/2006	n/a
Modular Space Corporation	resun space solutions and design	78/858,613	04/11/2006	n/a
Modular Space Corporation	Medbuild Space Solutions and design	915,570 (Registered)	10/19/04	01/11/2006
Resun ModSpace, Inc.	Modspace.com	3,151,456 (Registered)	02/27/02	10/03/2006
Resun ModSpace, Inc.	Modspace	3,133,642 (Registered)	02/27/02	08/22/2006
Resun ModSpace, Inc.	Modulaire	1,123,065 (Registered)	08/28/1978	07/24/1979

Canadian Trademarks:

<u>Company</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Modular Space Corporation	Resun	TMA662,289 (Registered)	10/27/2004	04/06/2006
Modular Space Corporation	Medbuild	TMA648,102 (Registered)	10/27/2004	9/14/2005
Modular Space Corporation	Medbuild Space Solutions	1,262,682	04/21/2005	n/a